

## TERMS AND CONDITIONS

THIS AGREEMENT is made on this [DAY] [MONTH] of [YEAR]

BETWEEN:

- (1) WAM BAM CAMPER VAN LIMITED, a company incorporated in the UK with registered number (09588117) whose registered office is at The Old Black Barn, Upper Hockenden Farm, London Road, Swanley, Kent, BR8 7QE ("Wam Bam"); [Note: this is the registered address at Companies House]

AND

- (1) [NAME & ADDRESS OF HIRER] (the "Hirer").

IT IS AGREED as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, and save where the context otherwise requires, the following words and expressions shall bear the meanings set out below:

"Breach" means a breach by the Hirer or any Driver of any of the terms and conditions of:

- (a) this Agreement; or
- (b) the Insurance Policy

"Booking" means the process whereby the Hirer requests and Wam Bam confirms the hire of a Van.

"Booking Deposit" means the non-refundable sum of 25% of the booking total, paid at the time of Booking.

"Booking Form" means the Van hire booking form to be completed by the Hirer prior to entry into this Agreement.

"Collection" or "Collect" means collection of the Van from Wam Bam's Premises at the start of the Rental Period in accordance with Clauses 8, 13 and 14.

"Driver" means the authorised first named driver and any additional named drivers.

"Excess" shall be as defined in Clause 9.8(b).

"Hire Agreement" means this Agreement and any document expressly referred to in this agreement including the Insurance Policy terms set out by our insurer and all handover documentation on collection of the Van.

"Hire Charge" means the total hire charge less the Booking Deposit.

"Insurance Policy" is as defined in Clause 9.

"Insured Vehicle" is as defined in Clause 9.

"Rental Period" means the period between Collection of the Van and Return of the Van.

"Return" or "Returned" means the return of the Van to Wam Bam's Premises at the end of the Rental Period in accordance with Clauses 8 and 15.

"Security Deposit" means the sum of £750.00 for campervan hire (or other amount as set by our insurers), as detailed in Clause 8 below, paid by Bank Transfer, or pre-authorised on a debit or credit card.

"Total Hire Charge" means the total amount due for the Rental period as per the confirmation on booking and any additional extras agreed prior to the commencement of the booking.

"Van" means the campervan hired to the Hirer under this Agreement and as specified to the Hirer by us including all tyres, tools, accessories and equipment.

"User Guide" means a detailed description of all working parts of the Van contained in the Van, for reference to the Hirer for the Rental Period

"VAT" means value added tax.

"Premises" means the Wam Bam premises at The Old Black Barn, Upper Hockenden Farm, London Road, Swanley, Kent, BR8 7QE

"Wam Bam" means Wam Bam Camper Van Limited throughout this document.

- 1.2 In this Agreement, unless otherwise specified:
- (a) the Interpretation Act 1978 shall apply to this Agreement in the same way as it applies to an enactment;
  - (b) references to Clauses and Schedules are to clauses of or Schedules to this Agreement;
  - (c) headings to Clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;
  - (d) use of any gender includes other genders;
  - (e) the singular includes the plural and vice versa;
  - (f) unless specified otherwise reference to times of the day are to Coordinated Universal Time (UTC) formerly Greenwich Mean Time (GMT)

## **2. BOOKING**

- 2.1 The Booking Form must be completed either through the Wam Bam website, or by calling Wam Bam head office, providing the necessary information and paying the Booking Deposit during the call (payable by credit/debit card).
- 2.2 Once Wam Bam has received the Booking Form or completed it over the phone, and received the Booking Deposit, Wam Bam will send to the Hirer a written confirmation and this contract shall have effect.
- 2.3 The Hire Charge is due 42 days prior to the start of the Rental Period. Where the booking is confirmed less than 42 days prior to Collection, the Total Hire Charge will be due on Booking.

## **3. PAYMENT**

- 3.1 Availability is on request. A reservation is only binding after it has been confirmed by receipt of the Booking Deposit and is not transferrable to alternative hire dates, unless agreed by Wam Bam at the time of cancellation and will be subject to an admin fee as outlined in Clause 5.
- 3.2 All payments are to be made by credit card (Visa, Maestro or Mastercard), debit cards or via bank transfer within 24 hours of making a booking. There is a 0% processing fee on credit card transactions.
- 3.3 For late bookings (less than six weeks before the start of the Rental Period) the full Hire Charge is payable on Booking. Collection shall not take place until full payment and the security deposit has been received.

## **4. CHANGE OF DETAILS**

- 4.1 In the event that a change of date for a hire is requested by the Hirer for any reason whatsoever and Wam Bam are able to rebook an alternative date for the hire, there will be an administration charge of £25.
- 4.2 In the event that a change of driver details is required, so long as the new Hirer is able to produce all required documents in good time, as per section 32, Wam Bam will make the requested changes, subject to an administration charge of £10.

## **5. CANCELLATION**

- 5.1 In the event of a cancellation the following applies:
- (a) where cancellations occur between the time of confirmed reservation and 43 days before the Rental Period, the Booking Deposit will be forfeited.
  - (b) where cancellations occur between 42 and seven days prior to the start of the Rental Period, a fee of 50% of the balance of the payable hire charge will be incurred.
  - (c) cancellations less than seven days before the Rental Period commences – 100% of the total hire charge is forfeited.
- 5.2 If Wam Bam are able to get another booking for the same Van, for the same Rental Period via normal business procedures, only the Booking Deposit will be forfeited. For hires booked over 6 months in

advance and cancelled up to 6 months in advance, Wam Bam will refund all monies, less an administration charge of £25.

## **6. PAYMENTS OF CHARGES, JOINT AND SEVERAL LIABILITY**

- 6.1 All charges and expenses payable by the Hirer under this Agreement are due in accordance with Clause 7.2 and on demand by Wam Bam.
- 6.2 If the Hirer does not pay all charges when due, the Hirer agrees to pay a late charge of 8% per annum on the outstanding balance and any collection costs incurred by Wam Bam, including all reasonable legal fees.
- 6.3 When the Hirer comprises of more than one person, each person is liable jointly and severally for all obligations of the Hirer pursuant to this Agreement.

## **7. HIRE CHARGES**

- 7.1 The hire charges quoted ("Hire Rate") shall include:
  - (a) UK Breakdown cover.
  - (b) UK standard vehicle insurance for one person:
    - (i) in some instances, additional charges will be incurred whereby the drivers to be insured (a) have traffic convictions; (b) are using a foreign driver's licence ; (c) works in what the insurer considers to be a high risk occupation; (d) is aged younger than 25 or older than 75; (e) has a criminal conviction; (f) has any physical or mental conditions which may in the opinion of the insurer inhibit driving; or (g) has had an accident in the previous three years;  
in such cases, these additional charges will be passed to the Hirer and the Hirer will be notified in advance of such changes.
  - (c) VAT (charged at the prevailing rate).
- 7.2 The Hirer agrees to pay Wam Bam any administration fees as a result of this agreement, including, but not limited to:
  - (a) a valeting fee of up to £100.00 if the Van is not returned with the interior in a reasonable, clean condition.
  - (b) the cancellation fee in accordance with Clause 5, in the event of cancellation of this agreement.
  - (c) the cost of any damage to the Van or the property of any third party, subject to the Insurance Policy.
  - (d) any costs involved in recovering the Van should it be required.
  - (e) all Government fees and duties.
  - (f) Wam Bam will pay toll charges for the Dartford crossing if applicable, these will be passed on to the hirer at the standard rate if not paid for on booking.
  - (g) all parking fines, other fines or penalties, and/or accidents (including third party property damage) not reported on return of the Van, and associated administration costs incurred in relation to the Van during the Rental Period. Wam Bam will pass on driver details for such penalties to the relevant parties.
  - (h) any other fees or charges payable by the Hirer pursuant to this Agreement. This includes any costs incurred by Wam Bam as a result of any breach by the Hirer of any term of this Agreement.
  - (i) the loss of any revenue from damage caused by the Hirer making the Van unavailable for hire.
- 7.3 Any charges and/or costs, outside of the Total Hire Charge and Security Deposit, referred to in this Agreement will be deducted from the Security Deposit to the extent that the Security Deposit covers the charges and costs incurred. By signing this Agreement the Hirer agrees to Wam Bam making such deductions.

## **8. SECURITY DEPOSIT**

- 8.1 The Security Deposit is payable a minimum of one day prior to collection of the Van, the Hirer agrees to pay the Security Deposit via Bank Transfer or Credit or debit card. If the security deposit is not received in advance of collection we may have to cancel your booking and our cancellation fees outlined in Clause 5 will apply.
- 8.2 The Security Deposit will be refunded within seven working days of Return of the Van; undamaged, with a clean interior and with a full fuel tank.
- 8.3 In the case where there is damage to the Van, Wam Bam agrees to inform the customer as soon as possible with photographs and a quote for the repair of the damage. The Security Deposit will be retained during this period and until the repair work is completed.

## 9. INSURANCE

- 9.1 Each Wam Bam van has comprehensive insurance for the Drivers, the terms and conditions of which are attached at Schedule 1 (the "Insurance Policy"). The Insurance Policy is only for the Van. The interior equipment and other items as specified in the User Guide are not covered by the Insurance Policy and any damage will incur costs in addition to the Excess on the "Insured Vehicle". Additionally any loss of revenue is not covered by the insurance policy and the Hirer will be liable for such losses due to any damage caused by the Hirer restricting subsequent hires.
- 9.2 The Hire charge includes insurance for one driver. The charges for adding a further UK driver's licence holder to the Hire Agreement are:
  - (a) £5.00 per person per day where the additional driver holds a UK driving licence with no penalties.
  - (b) depending on the number and type of points incurred on the additional driver's licence and the nationality of the driver, in addition to the charge in Clause (a) above, a further charge may apply as calculated by Wam Bam's insurers.
- 9.3 Failure to provide information may invalidate the Hirer's Insurance Policy and render the Hirer liable for all losses howsoever sustained including claims by third parties.
- 9.4 Wam Bam is not responsible for any damage in connection with any accident or breakdown caused by the Hirer, nor is it responsible for any loss of property from the Van.
- 9.5 The Insurance Policy protects Wam Bam and any Driver against legal claims from any other person or for death or personal injury to the Hirer or damage to any other person's property caused by use of the Insured Vehicle on the road, provided that:
  - (a) the Hirer reports all such incidents to us during the Rental Period (or on return of the Van).
  - (b) the Hirer uses the Van in accordance with the terms and conditions of this Hire Agreement.
- 9.6 Whereupon any third party suffers death, personal injury or damage to property caused by use of the Insured Vehicle which involves a Breach, the Hirer agrees to fully reimburse Wam Bam for any and all compensation payments that Wam Bam incurs in connection with such Breach, including but not limited to payments made to:
  - (a) the insurers for any payment they make to a third party on the Hirer's behalf and/or
  - (b) any third party. The Insurance Policy terms and conditions are available to see by [clicking here](#) (if the Hirer is reading this online) or can be supplied in hard copy on request, or can be viewed at Wam Bam's offices.
- 9.7 The insurance on the Insured Vehicle is limited to 25% of cover for consequences resulting from fire due to cooking or heating. In this instance the Hirer will be liable for the outstanding 75%.
- 9.8 The Hirer acknowledges that:
  - (a) the Hirer is insured for damage to the Van (Insured Vehicle) and the property of a third party.
  - (b) the Hirer will have to pay an excess for any damage. The insurance excess (the "Excess"), is £750.00 for hirers between 25 and 75 and £1,000.00 for hirers between 23 and 24, unless otherwise stipulated by Wam Bam on receipt of insurance information.
  - (c) the Hirer will not have any cover through the Insurance Policy for personal possessions and the Hirer will be responsible for the total cost of any damage if the Hirer breaches any of the terms of the Hire Agreement.

## 10. BREAKDOWN

- 10.1 If the Hirer experiences any difficulties, these should be immediately reported to Wam Bam. In the event of breakdown, recovery or repair services will be provided. All Wam Bam vans have full Breakdown and Relay Cover.
- 10.2 If the Van breaks down on a campsite or within a Festival area, this should be reported immediately to Wam Bam. This includes a battery running flat or being bogged in mud so that Wam Bam may advise of the best solution in conjunction with the campsite and/or Festival providers.
- 10.3 Should the Van breakdown and cannot be repaired during the Rental Period, Wam Bam will offer either:
  - (a) a replacement van (subject to availability).
  - (b) if a replacement is not available a refund of the hire charge for any remaining days in the Rental Period.
- 10.4 Wam Bam will not accept liability for any costs to the Hirer or passengers arising from accident or breakdown unless it is due to negligence by Wam Bam.
- 10.5 Where a replacement Van is available, the Hirer will return the Van to the Premises with the Relay cover and collect a replacement Van.
- 10.6 Where the breakdown has been caused by the Hirer through the Hirer's own actions, the Hirer will be liable for all costs incurred in accordance with this agreement and will not be entitled to any refund in accordance with Clause 5 above.
- 10.7 If the Hirer has broken down the Hirer must remain at a safe distance from the Van until the Recovery Vehicle arrives and, upon arrival, hand over the keys to the authorised Recovery Vehicle driver.
- 10.8 The Hirer may not abandon the Van at the roadside. Should the Hirer abandon the Van, Wam Bam will be entitled to recover from the Hirer: any transport and labour costs incurred in returning the Van to the Premises and any costs arising from loss or damage to the Van whilst it is unattended.
- 10.9 Breakdowns and/or malfunction of the Van and/or equipment after the Van has left our control will not be a reason to abort or cancel this agreement if the issue is resolved in a reasonable amount of time during the hire period.

## **11. ACCIDENTS, THEFT AND VANDALISM**

- 11.1 The Hirer must, where possible, report to the police and Wam Bam:
  - (a) any traffic accident involving the Van as soon as practicable; and / or
  - (b) report loss, damage or theft involving the Van within 12 hours of the incident or immediately upon discovery of the incident.
- 11.2 In accordance with the Insurance Policy, the Hirer must not admit to any liability, release any party from liability, settle any claim or accept any disclaimer in the event of the accident, but should, where possible, take the names and addresses of everyone involved, including witnesses, vehicle registration numbers, together with all the details of the accident, time, place, how it came about and damage to vehicles.
- 11.3 If the Hirer has a camera, the Hirer shall take photos of the scene. The Hirer must not move the vehicles before the police arrive, provided that keeping them in situ is a safe thing to do.
- 11.4 An accident or theft report form must always be completed and submitted to Wam Bam on Return or within three days of Return, containing all the above information. In the event of theft, the Hirer must return the keys to Wam Bam.
- 11.5 The Hirer agrees to co-operate with Wam Bam and their insurers in any investigation or subsequent legal proceedings, providing evidence and attending court if necessary, arising out of any loss of or damage to the Van.

## **12. FORCE MAJEURE**

Wam Bam shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Wam Bams failure to commence, perform and/ or complete any duty owed to the Client if such death, delay,

bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Wam Bam; or an event which Wam Bam or the supplier of services, even with all due care, could not foresee.

### **13. COLLECTION**

- 13.1 Collection is at 4pm on a Monday for full week or mid-week hires and Friday at 4pm for a long weekend hire, unless agreed otherwise with Wam Bam in advance of collection.
- 13.2 The Hirer shall allow at least one hour for an induction on the Van. This induction shall include:
- (a) how to drive the Van;
  - (b) how to operate the cooker, sink, fridge, roof, beds, camping gas, (grill and heater where available), water storage and other accessories;
  - (c) a briefing on all required vehicle checks for the Rental Period;
  - (d) the completion of any necessary paperwork; and
  - (e) time for the Hirer to load their luggage into the Van.
- 13.3 Collection may not take place outside the normal business hours of Wam Bam, unless by prior agreement with Wam Bam; late collections outside of normal operating hours, after 4pm or on a Sunday will be charged at £35 to cover administration costs.
- 13.4 Wam Bam have the right to refuse an induction on the Van at a time that they feel is not in the best interests of the Hirer.

### **14. CONDITION**

- 14.1 The Hirer and Wam Bam will jointly check the condition of the Van at the start of the Rental Period.
- 14.2 It is the responsibility of the Hirer to check the Van for existing damage upon Collection and to inform Wam Bam of such before departing, on the Vehicle Damage checklist, as part of the handover procedure. Whereby the Hirer records no damage and the vehicle has damage on return, the Hirer shall be deemed liable for the new damage.

### **15. RETURN**

- 15.1 For overnight hires the Van must be Returned by 11:00, unless agreed otherwise with Wam Bam in advance of collection.
- 15.2 Upon Return, a Wam Bam member of staff will check the Van to identify any potential malfunctioning of the Van, fuel level or any other relevant matter requiring attention and inform the hirer of any issues within 7 days of return.
- 15.3 A £100.00 soiling fee may be retained from the Security Deposit (in each occurrence) by Wam Bam where the Van is not returned with the interior in a clean condition; and/or
- 15.4 If at any time Wam Bam have agreed that the Hirer may return the Van to a place other than their Premises, the Hirer will remain fully responsible and liable for the Van until it is collected by Wam Bam or Wam Bam's designated breakdown provider.
- 15.5 The Hirer is responsible for any costs incurred to Return the Van should the Hirer abandon the Van.
- 15.6 Wam Bam will not refund the hire charge if the Van is returned prior to the end of the Rental Period due to weather, personal circumstances or any other reason whatsoever.
- 15.7 If a Van is Returned later than the agreed time:
- (a) a charge of £50.00 per hour/ or part of, will be payable; and
  - (b) where the late Return makes Wam Bam liable for any extra costs, including any revenue lost as a consequence of the Van being unavailable for hire, the Hirer shall be liable for these costs.
- This Clause 15 will apply irrespective of the reason for the late return, unless in relation to Clause 10, where the breakdown not the fault of the hirer, such as a flat battery due to electrical items not being turned off.

15.8 Returns requested outside of normal operating hours and on a Sunday (other than 11am), will be charged at £25 to cover administration costs.

## **16. ENGINE CARE AND MAINTENANCE**

16.1 The Hirer will be liable for the cost of repair or replacement to the engine where there is damage or breakdown caused by the Hirer's own actions, including but not limited to pushing the engine too hard or not maintaining the oil and water levels of the Van, putting diesel in a petrol engine or vice versa, or burning out the clutch.

16.2 If the Hirer causes damage to the engine through driving too fast (over 70 mph) over too long a period of time, and/or ignoring the warning lights, the Hirer will be liable for any transport costs, repairs required or the cost of a replacement engine.

16.3 The Hirer must take all reasonable and practicable steps to properly and safely maintain the Van including regular checks on: batteries, engine oil and other gauges, bulbs and tyre pressures and condition when driven more than 100 miles and shall refill or replace items as necessary.

16.4 Wam Bam shall reimburse the Hirer for expenditure up to £200.00 reasonably incurred in rectifying any mechanical failure to the Van (not including the water system, refrigerator, heating, audio) provided that:

(a) the Hirer produce relevant receipts.

(b) the Hirer has received the prior consent of Wam Bam.

(c) the damage is not due to the fault of the Hirer or the breach of this Agreement by the Hirer.

16.5 Wam Bam regularly check the pressures of all the tyres on the Van and inspect for wear and tear. Upon collection of the Van, you agree that all tyres are visibly sound and appear within legal limits. Any damage to tyres during Hire is the Hirer's responsibility unless it can be shown that damage is due to invisible defects unknown on Collection. Wam Bam will reimburse the Hirer for expenditure reasonably incurred if:

(a) the Hirer produces relevant receipts.

(b) the tyre is defective and is returned by the Hirer to Wam Bam for inspection.

(c) the manufacturer accepts liability under his warranty

## **17. THE HIRER'S CAR**

During the Rental Period, the Hirer may park their car at the Premises, at a cost of £60 per week, but does so at the Hirer's own risk. Wam Bam does not accept responsibility for the loss of, or damage to the Hirer's car or its contents.

## **18. FUEL**

18.1 The fuel tank will be full on Collection and must be returned to us full. In the event that it has not been possible to provide the Van with a full tank of fuel, the level at collection will be recorded and the Van must be returned with the same level of fuel. An administration charge of £25.00, plus the cost of the missing fuel will be deducted from the Security Deposit if the Van is returned with missing fuel.

18.2 We may ask for proof of refuelling the Van if there is any uncertainty about the type of fuel used or the quantity of fuel in the tank on return. If the Van is refuelled with the incorrect fuel, the Hirer will be responsible for any recovery costs and associated costs for drainage and repair to the vehicle as well as the cost of refuelling with the correct fuel.

18.3 If you run out of fuel and request roadside assistance you will be liable for the call out fee plus the fuel you require and any subsequent damage caused by lack of fuel.

18.4 Wam Bam will not be held responsible for fuel economy for individual vehicles. Fuel economy is dependent upon a number of varying factors, including how the vehicle is driven, weather conditions and the maintenance of correct tyre pressures.

## **19. KEYS**

In the event that keys are lost or damaged the Hirer will be liable for the reasonable costs of obtaining replacement keys, and any costs associated with providing replacement keys to the Hirer during the Rental Period. The Hirer must lock the Van at all times when not in use.

## **20. SMOKING**

It is illegal to smoke inside the Van or hired tents and/or awnings. The Hirer will be liable for any damage or smoke contamination caused to the Van, tent, awning or their contents through smoking. If we detect signs of smoking in the Van or tent, we may charge a £750 soiling fee which will be deducted from the Security deposit.

## **21. PASSENGERS**

Wam Bam authorises the use of the Van up to the stated number of passengers. Each person must use the safety restraints where provided, at all times whilst the Van is in motion. Each Van may carry a different number of passengers; the specification of the Van must be checked prior to Booking.

- 21.1 If there is a buddy seat available in the vehicle, passengers travelling in the buddy seats do so at their own risk.
- 21.2 For each child under 135 centimetres (4'5" inches approx) or under 12 years of age the Hirer must use a booster seat or baby seat as appropriate, or comply with the prevailing regulations. The Hirer is legally responsible for obtaining and using an appropriate child or baby seat. The fitting of any such equipment is the sole responsibility of the Hirer and Wam Bam accepts no liability whatsoever for defective child or baby seats not supplied by them or the incorrect fitting by the Hirer.

## **22. PETS**

Subject to this Clause 22, pets are permitted in the Van:

- (a) there will be an additional charge of £30.00 per hire, which covers the additional cleaning required on return of the Van.
- (b) all pets must be disclosed on Booking or a minimum of 1 week prior to Collection and only pets that have been confirmed by Wam Bam as acceptable may be brought into the Van.
- (c) any damage caused by the Hirer's animal(s), will be deducted from the Security deposit.
- (d) the Hirer shall comply with current law concerning the carriage of animals when travelling in the Van at all times.
- (e) pets must never be left alone or unsupervised in the Van.

## **23. CAMPING GAS/BATTERIES**

- 23.1 Some Vans may be fitted with an LPG (liquefied petroleum gas) tank for cooking and heating purposes. It is the Hirer's responsibility to ensure that it is re-filled for the Rental Period by following the guidelines provided at handover and in the User Guide, where applicable.
- 23.2 A Leisure battery is provided for the operation of electrical items in the Van. It is the Hirer's responsibility to ensure that it is kept charged for the Rental Period by following the guidelines provided at handover and in the User Guide.

## **24. DRINKING WATER**

The water stored in the Van is not drinking water and should not be used for storing drinking water

## **25. OBLIGATIONS**

- 25.1 Wam Bam will supply the Van to the Hirer in good overall and operating condition, complete with all necessary documents, parts and accessories agreed on the Booking Form.

- 25.2 Wam Bam will provide all the necessary insurances as per the Booking Form.
- 25.3 Wam Bam will provide a handover on Collection of the Van as stipulated in Clause 13.2.
- 25.4 The Hirer warrants that all information supplied by them to Wam Bam in connection with this Agreement is true and accurate.
- 25.5 The Hirer agrees to carry out all required vehicle checks during the Rental Period as outlined in the handover of the Van.
- 25.6 The Hirer agrees to return the Van to Wam Bam in the same condition as they rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by the Hirer.

## **26. LOST PROPERTY**

- 26.1 It is the Hirers responsibility to fully check the Van for personal items on Return prior to handing back the keys to Wam Bam.
- 26.2 Wam Bam are happy to return items left behind by the Hirer. There will be an admin charge of £5 plus the cost of the postage. This will be deducted from the security deposit or invoiced if necessary.

## **27. USE OF THE VAN**

- 27.1 The Hirer agrees that during the Rental Period, the Hirer will not allow the Van to be:
- (a) driven otherwise than in a cautious, prudent and normal manner.
  - (b) used in a manner which could cause damage.
  - (c) used to carry more passengers than the seat belt capacity of the Van or than is permitted by any relevant authority or detailed in the User Guide or on the Van.
  - (d) driven in a prohibited area.
  - (e) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law.
  - (f) left with the ignition key in the Van while it is unoccupied.
  - (g) left unoccupied without the doors locked, and / or the stereo head unit not removed and / or the DVD screen (where applicable) uncovered.
  - (h) driven by persons:
    - (i) under the age of 25 years or over 75, unless by prior agreement with Wam Bam and their insurers; or
    - (ii) who is not authorised by law to drive the Van. Particulars of a proposed licensed driver of the Van are set out under Clause 32.
  - (i) damaged by:
    - (i) submersion in water; or
    - (ii) contact with salt water.
  - (j) tow or push any vehicle, trailer or other object.
  - (k) driven when it is overloaded or when loads are not properly secured.
  - (l) use the Van for any illegal purpose, carry any object or any substance which is illegal or, because of its condition or smell, may harm the Van and/or delay the ability to rent the Van again.
  - (m) take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations.
  - (n) undertake driving training activity or put the Van through a rotary car wash.
  - (o) used to carry passengers or property for hire or reward.
  - (p) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material.
  - (q) otherwise used in breach obligations under this Agreement.
- 27.2 The Hirer shall not make any alterations or additions to the Van without the prior written consent of Wam Bam.

## **28. ROAD RESTRICTIONS**

- 28.1 The Van may only be driven on sealed / bitumen roads or within the confines of a recognised campsite.
- 28.2 The Hirer acknowledges that Wam Bam reserves the right at any time, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions or any other reasonable cause.
- 28.3 The Van is fitted with a GPS tracking device that monitors location and speed. Wam Bam may use the tracking information recorded for any purpose pertaining to this Agreement.

## **29. TITLE TO THE VAN**

The Hirer acknowledges that Wam Bam retains title to the Van and that the Hirer possess the goods as a mere bailee only. The Hirer does not have any right to pledge Wam Bam's credit in connection with the Van and agrees not to do so. The Hirer shall not agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire, or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Van.

## **30. TERMINATING THE AGREEMENT**

- 30.1 The Hirer acknowledges that Wam Bam may terminate the Hire Agreement and if the Hirer is in possession of the Van, repossess the Van at any time, if any of the following applies:
  - (a) the Hirer is in breach of any term of this Agreement.
  - (b) the Hirer has obtained the Van through fraud or misrepresentation.
  - (c) the Van appears to be abandoned.
  - (d) the Van is not returned on the agreed return date or Wam Bam reasonably believes that the Van will not be returned on the agreed return date.
  - (e) Wam Bam considers on reasonable grounds, that the safety of passengers or the condition of the Van is endangered.
- 30.2 If the Hirer is in possession of the Van and any of the above apply, the Hirer will pay the costs of repossessing the Van, including reasonable towing charges.
- 30.3 The Hirer understands that in the event of such termination or repossession, the Hirer shall have no right to a refund of any part of the Hire Charges and any costs arising from this situation will be deducted from the security deposit.

## **31. EUROPEAN AND IRELAND TRAVEL**

- 31.1 In accordance with the terms of this Agreement and the Insurance Policy, the Hirer is permitted to take the Van to countries within the European Union only.
- 31.2 The following charges apply for European travel:
  - (a) European breakdown cover, provided by our breakdown specialist.
- 31.3 The Hirer will advise at the time of Booking, or at least one week in advance of Collection, that they will be travelling into Europe and which countries the Hirer will visit, to ensure the Hirer is fully insured. The Hirer will pay all relevant charges relating to travel outside of the UK in advance of travel. Travel outside of the prearranged countries by the Hirer will result in a penalty of £1,000.00, not including any costs incurred by travelling to that country, including breakdowns, losses, recovery, etc. Wam Bam reserves the right to refuse travel into any country deemed as high risk or not covered by our insurers.

## **32. DRIVERS**

- 32.1 All Drivers must be between the ages of 25 and 75 years of age and hold a full and valid UK driving licence for a minimum period of three years. Non-UK licence holders may be insured with prior consent from Wam Bam and its Insurer. Any charges associated with insuring Drivers over or under the require age limits or non-UK licenced drivers will be the responsibility of the Hirer and payable in advance of collection.

- 32.2 All Drivers must have no more than 6 penalty points (within three years of the hire date) or one conviction on their licence.
- 32.3 There may be no more than two Drivers per Hire Agreement.
- 32.4 Each Driver warrants that he/she:
- (a) does not have any mental or physical disabilities which would interfere with the Driver's ability to drive, including but not limited to stroke/deafness/heart condition/diabetes/ loss of limb/loss of sight in an eye/epilepsy; and
  - (b) is not taking drugs or medication likely to affect his/her driving or taking medication prescribed by a registered medical practitioner for treatment of drug addiction.
- 32.5 The Hirer will provide Wam Bam with all identification required for insurance purposes, a minimum of one week in advance of collection:
- a) Photocard licence (if using old style paper only licence we will require another form of photographic ID, such as a Passport).
  - b) DVLA Check code or PDF document.
  - c) 2 forms of printed address verification dated within 2 months of the Hire date. We can accept the following:
    - Utility bill, dated within the last 2 months (Water, gas, electric or landline phone bill)
    - Bank statement, dated within the last 2 months
    - Mortgage statement, dated within the last 12 months
    - Council tax bill, dated within the last 12 months
- 32.6 On Collection of the Van, the Hirer will produce all driving licences. If you are unable to produce hard copies of your licence Wam Bam have the right to refuse your hire and Cancellation Clause 5 will apply.
- 32.7 Drivers are personally liable for all legal penalties (including parking tickets, tolls and London congestion charges) which are incurred during the Rental Period.
- 32.8 The Van must only be driven by a Driver for whom all information has been provided in accordance with this Clause 32. Failure to provide accurate information may invalidate the insurance and render the Hirer liable for all losses howsoever sustained including claims by third parties.

### **33. CHOICE OF VAN**

- 33.1 Wam Bam will make every effort to secure a Van of the Hirer's choice, however Wam Bam reserve the right to provide the Hirer with a suitable comparable or superior alternative, without notice, upon Collection. In that event, the Hirer shall not be liable for any increased Hire Charges or other charges save for any additional running costs pertaining to the substitute van. Such substitution shall not entitle the Hirer to any refund and does not constitute a breach of this Agreement.
- 33.2 Whereupon a substitute is not available upon Collection, Wam Bam's liability is limited to a full refund of the monies received by Wam Bam. Wam Bam will not have any other liability to the Hirer.
- 33.3 All rights are reserved by Wam Bam to refuse any hire under any circumstance.
- 33.4 No refunds are payable on accommodation, or vans not being available where the Hirer has changed, cancelled or sought to vary the Agreement after departure.
- 33.5 Wam Bam takes no responsibility for any detention, delay, loss, damage that the Hirer might experience no matter how it is caused or by whom.

### **34. ENTIRE AGREEMENT**

- 34.1 The Hire Agreement constitutes the whole and only agreement between the parties relating to the hire of the Van at the date hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Hirer and Wam Bam in relation to the matters dealt with in the Hire Agreement. In entering into the Hire Agreement, each party to this Agreement acknowledges that it is not relying upon, and has not been induced to enter into this Agreement by, any pre-contractual statement which is not expressly set out in them.

- 34.2 So far as permitted by law and except in the case of fraud, each of the parties agrees and acknowledges that its only right and remedy in relation to any pre-contractual statement shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).
- 34.3 For the purposes of this clause, “pre-contractual statement” means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of the Hire Agreement made or given by any person at any time prior to the date of this Agreement.
- 34.4 If there is found to be any inconsistency in these T&Cs and any other form of correspondence with our customers, for example on our website, these Terms and Conditions will overrule. If any of the terms are found unlawful or unenforceable the section will be removed from the agreement as much as possible and the remainder shall stand as valid.

### **35. CHOICE OF GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

### **36. JURISDICTION**

- 36.1 The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). Any Proceedings shall be brought in the English courts, where “Proceedings” means any proceeding, suit or action arising out of or in connection with this Agreement.
- 36.2 Each party irrevocably submits to the jurisdiction of the English courts. Each party irrevocably waives any objection which it may at any time have to the English courts being so nominated and agrees not to claim that the English courts are not a convenient or appropriate forum.